

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 14th day of February, 2022, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July 2022 and shall continue for one (1) year ending on June 30, 2023. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$6.43 per capita based on the 2020 census figure of 3,352; the annual fee is \$21,553.36. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political
subdivision of the State of Iowa

Story County Board of Supervisors

ATTEST: _____
Story County Auditor

APPROVED: _____
Paul H. Fitzgerald
Story County Sheriff

CITY OF Story City, IOWA
a municipal corporation

Michael Jensen
Mayor of Story City

Mark Jackson
Story City Administrator